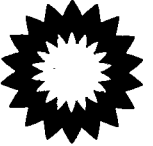


bp



Sheila D'Cruz  
Contract Attorney for  
BP Legal

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SUPERFUND DIV.  
DIRECTOR'S OFC.

BP America Inc.  
150 W. Warrenville Road  
MC 200-1W  
Naperville, IL 60563  
Direct: 630-379-3918  
Fax: 630-420-5172  
Sheila.DCruz@bp.com

April 5, 2013

VIA Federal Express

Lance Nixon, Enforcement Officer  
Superfund Enforcement Assessment Section (6SF-TE)  
U.S. EPA, Region 6  
1445 Ross Avenue  
Dallas, Texas 75202-2733

**RE: Response to EPA 104(e) Request for Information  
Cedar Chemical Corporation Superfund Site, West Helena,  
Phillips County, Arkansa SSID No. 06NH**

Dear Mr. Nixon:

This letter and enclosures constitute the response ("Response") of Atlantic Richfield Company ("Atlantic Richfield") and BP Corporation North America Inc. ("BP"), collectively referred to herein as "the BP Entities" to the U.S. Environmental Protection Agency's January 14, 2013 CERCLA Section 104 Information Request (the "Request") regarding Cedar Chemical Corporation Superfund Site ("Site") in West Helena, Phillips County, Arkansas. The Request was erroneously directed to "British Petroleum." That designation is incorrect. British Petroleum merged with Amoco Corporation in December 1998, becoming BP Amoco Corporation. In May 2001, the name changed from BP Amoco Corporation to BP Corporation North America Inc. This Response is submitted by the BP Entities.

The BP Entities appreciate the extensions of time granted by EPA which have been utilized to review documents and prepare this Response. The BP Entities have performed a good faith and diligent search of its records for both Amoco and Atlantic Richfield. Attached to this letter as Exhibit A is a narrative response to each item in the Request, in accordance with the instructions contained in Enclosure 2 to your letter. If new documents or information becomes available, this response will be supplemented.

Based on my inquiry of the person or persons responsible for gathering the information contained herein, I aver that the information submitted herewith is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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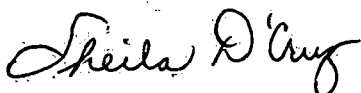
SUPERFUND DIV.

DIRECTOR'S OFC.

Lance Nixon, Enforcement Officer  
April 5, 2013  
Page 2

Please feel free to contact me if you have any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Sheila D'Crux".

Sheila D'Crux *tw*

SD/tw

Enclosures.

cc: Jon Goroshi, BP (via electronic mail)  
Cindy Kezos, BP (via electronic mail)

## **EXHIBIT A – RESPONSE TO INFORMATION REQUEST**

### **GENERAL OBJECTIONS**

The BP Entities ("Respondent") makes the following General Objections to the Request, and incorporates its General Objections into each of the written responses that follow. Without waiving or limiting these objections, Respondent has attempted to respond to the Request as completely and accurately as possible, subject to its General Objections.

- 1) Respondent objects to the Request and the request for documents contained therein to the extent that (a) it is overly broad; (b) it is unduly burdensome; (c) it is unduly time consuming and contains redundant requests; (d) it seeks information that is not required to be furnished by Section 104(e) of CERCLA; and (e) it seeks information that could be as readily located and identified by the EPA as by Respondent.
- 2) Respondent objects to the Request, and to the request for documents contained therein, to the extent that it calls for information or documents that are protected under the attorney-client privilege, the attorney work-product doctrine, the self-evaluation privilege, the right of privacy laws, the protection afforded trade secrets or any other applicable privilege.
- 3) Respondent objects to the Request, and to each request for documents contained therein, to the extent it seeks to impose on Respondent an obligation to seek or obtain information or documents from third persons or which otherwise are not in Respondent's custody or control.
- 4) Respondent objects to the Request to the extent it seeks information that is not authorized or required to be furnished under Section 104(e) of CERCLA, and is not relevant to the types of information required to be made available under CERCLA § 104(e)(2)(A)-(C); that is, information relating to: (A) the identification, nature and quantity of materials generated, treated, stored or disposed of at this Site; (B) the nature or extent of any release or threatened release of a hazardous substance at or from the Site; and/or (C) the ability of any person to pay for or perform a clean-up at the Site. Respondent also objects to the Request to the extent it constitutes the functional equivalent of devices used during the discovery phase of a civil action, which are distinct from, and beyond the scope of, an administrative investigation authorized by Section 104(e). See, e.g., Guidance on Use and Enforcement of CERCLA Information Requests and Administrative Subpoenas at pp. 3-4, U.S. Environmental Protection Agency (Aug. 25, 1988).

### **Responses to Questions**

1. Please provide the full legal name, mailing address, and phone number of the Respondent.

#### **Response to Question 1**

**BP Corporation North America Inc. and Atlantic Richfield Company  
501 Westlake Park Blvd.  
Houston, TX 77079  
281-366-2000**

2. For each person answering these questions on behalf of the Respondent provide full name, title, business address, and business telephone and fax number.

#### **Response to Question 2**

**Jon Gorosh  
Paralegal  
501 Westlake Park Blvd.  
Mail Code WL 1 16.189  
Houston, TX 77079  
281-366-2805 (direct)  
281-366-7578 (fax)**

**Sheila D'Cruz  
Attorney  
150 West Warrenville Road  
Building 200  
Naperville, IL 60563  
630-379-3918 (direct)  
630-420-5172 (fax)**

3. If the respondent wishes to designate an individual for all future correspondence concerning this Site, including legal notices, please provide the individual's name, address, telephone number, and fax number.

#### **Response to Question 3**

**Jon Gorosh  
Paralegal  
501 Westlake Park Blvd.  
Mail Code WL 1 16.189  
Houston, TX 77079  
281-366-2805 (direct)  
281-366-7578 (fax)**

4. Please explain the business relationship between your company and Cedar Chemical Corporation.

#### **Response to Question 4**

**Dated April 14, 1992, Amoco Corporation ("Amoco"), whose parent is BP Corporation North America Inc., signed a confidentiality agreement with Cedar Chemical Corporation of Memphis, TN, relating to the production, purification and commercial use of alkyl vinyl ethers and their polymers and copolymers. This was for the purpose of determining Amoco's requirements in order to toll certain polymers for Amoco. Neither a draft nor executed copy of the tolling agreement has been located. A secrecy agreement, dated February 15, 1993, was signed relating to the production of terephthalic acid from polyethylene terephthalate and the purification of terephthalic acid. A cover letter, dated February 17, 1993, from Cedar Chemical Corporation of Memphis, TN addressed to Amoco Corporation states two originals of the secrecy agreement have been signed by Cedar awaiting the return of an executed original once Amoco Corporation had signed. No documents of transactions that the tolling agreement occurred or any other responsive documents relating to Cedar Chemical Corporation have been found.**

5. Identify all transactions with the Site owners and/or operators of the Site that resulted in materials being sent to the Site by you for any purpose. Identify and provide all documents related to each transaction, including but not limited to invoices, manifests, shipping papers, bills of lading, receipts, log book entries, trip tickets, work orders, contracts, documents showing the nature of the materials involved, and any EPA and/or State environmental filings or correspondence. For each transaction, identify and state:
  - a. The type and purpose for the transaction;
  - b. A description of the materials involved, including their quantity and chemical content and characteristics;
  - c. Any amounts paid by you in connection with each transaction;
  - d. The date of each transaction; and
  - e. The date the materials were sent to the Site.

#### **Response to Question 5**

**Other than the documents identified in the Response to Question 4, no other documents have been located linking the BP Entities or their heritage entities to the Cedar Chemical Corporation Superfund Site in West Helena, Arkansas.**

6. Provide a copy of the tolling agreement between your company and Cedar Chemical, including any restatements, amendments, or other documents. If there are any other tolling agreements, or joint operating agreements, with other companies, provide copies of such agreements.

#### **Response to Question 6**

**See response to Question 5.**

7. Identify all persons, including you, who may have arranged to have the raw materials mixed at Cedar Chemical Inc. In addition identify the owner of the hazardous materials involved in each such transaction.

**Response to Question 7**

**See response to Question 5.**

8. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available.

**Response to Question 8**

**The BP Entities have performed a good faith and diligent search of its records and have not found any documents responsive to EPA's request. The BP Entities reserve the right to supplement this Response if additional responsive information becomes available or is located in the future, after the date of this Response.**

ORIGINAL DOCUMENT 1:  
P & L SECURITY FILE

**Amoco Corporation**

200 East Randolph Drive  
Post Office Box 87703  
Chicago, Illinois 60680-0703

April 14, 1992

Cedar Chemical Corporation  
5100 Poplar Avenue  
24th Floor  
Memphis, Tennessee 38137

Attention: Mr. G. L. Pratt,  
Director of Custom Manufacturing

Gentlemen:

Amoco Corporation and its affiliates, including Amoco Chemical Company (hereinafter collectively referred to as "Amoco"), as a result of extensive research have developed and acquired valuable, confidential technical and economic information and expertise relating to the production, purification and commercial use of alkyl vinyl ethers and their polymers and copolymers (hereinafter collectively referred to as "Amoco Information").

We understand you are interested in the toll manufacture for Amoco of certain polymers useful in the commercialization of this technology and desire to have access to certain Amoco Information for the purpose of determining the requirements of Amoco for such manufacture. In view of the confidential and proprietary nature of Amoco Information and in order to provide an appropriate basis to allow you access to such Amoco Information as we deem necessary for the aforesaid purpose, we propose the following agreement between us:

1. You shall treat as confidential all Amoco Information which has been or may hereafter be made available to you, directly or indirectly, by Amoco or a third party having access to Amoco Information.
2. You shall not use Amoco Information in any way other than for the aforesaid purpose.
3. You shall not, without the prior written consent of Amoco, disclose any Amoco Information to any third party.
4. You shall restrict access to Amoco Information to those of your employees who reasonably require the same for the aforesaid purpose and who are obligated to treat the Amoco Information received as confidential in the manner and to the extent provided herein.



5. You assure Amoco that all Amoco Information made available to you shall not be exported or transshipped, directly or indirectly, to any destination which would require prior approval from the United States Government until a request to do so has been submitted and approved in writing by the appropriately authorized representative of the United States Government and an authorized official of Amoco.
6. Nothing contained herein shall in any way restrict or impair your right to use, disclose, or otherwise deal with any technical information which:
  - (a) at the time of disclosure is available to the public or thereafter becomes available to the public by any means through no act of your own;
  - (b) you can prove was in your possession prior to the time of the disclosure hereunder and was not acquired by you, directly or indirectly, from Amoco;
  - (c) is independently made available to you as a matter of lawful right by a third party who does not have a restriction on disclosure; or
  - (d) is independently developed by you without the benefit of Amoco Information disclosed hereunder.

For the purposes of the provisions of this Paragraph 6, Amoco Information shall not be deemed to be available to the public or in your possession merely because it may be embraced by a more general disclosure or derived from combinations of disclosures generally available to the public or in your possession.

7. You shall not, without Amoco's prior written consent, make known or cause to be made known to any third party any correlation or identity which may exist between Amoco Information acquired by you in connection with this Agreement and any other technical information or expertise made available to you from any other source.
8. Upon Amoco's written request, you shall return all samples, drawings, data, memoranda, and written information, including all copies thereof, relating to any Amoco Information made available to you hereunder. However, you may maintain one (1) copy of all such information in your legal department's files for the sole purpose of identifying and maintaining your obligations under this agreement.
9. Nothing contained in this Agreement shall be construed to grant you any express or implied rights with respect to Amoco Information or any Amoco patent rights other than for the aforesaid purpose.

Cedar Chemical Corporation  
Page 3  
4/14/92

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
11. The term of this agreement shall be fifteen (15) years from the date of the latest disclosure of Amoco Information to you hereunder.

If you wish to proceed on the above basis, please have an authorized official of your company confirm your agreement by signing and dating the enclosed duplicate originals of this letter. Both executed originals are to be returned to Amoco. Amoco will have both originals countersigned and one fully executed agreement will be returned for your company's records. Amoco will retain one original of the fully executed agreement.

Your cooperation in this matter is appreciated.

Very truly yours,

AMOCO CORPORATION

By: Wallace L. Oliver *WLO*  
Wallace L. Oliver  
Associate General Patent Attorney  
Patents and Licensing Department

We hereby confirm our agreement  
to the foregoing:

CEDAR CHEMICAL CORPORATION

By: Geoffrey L. Pratt  
(Signature)

Name: Geoffrey L. Pratt

Title: Director of Custom Manufacturing

Date: April 30, 1992

**Amoco Corporation**

200 East Randolph Drive  
Post Office Box 87703  
Chicago, Illinois 60680-0703  
Patents and Licensing Department

February 15, 1993

Cedar Chemical Corporation  
P.O. Box 2749  
Highway 242 South  
West Helena, Arizona 72390

Attention: Mr. Geoffrey L. Pratt  
Director of Custom Manufacturing

Gentlemen:

Amoco Corporation and its affiliates, including Amoco Chemical Company (hereinafter collectively referred to as "Amoco"), as a result of extensive research and development have developed and acquired valuable confidential and proprietary technical and economic information and expertise relating to the production of terephthalic acid from polyethylene terephthalate and the purification of terephthalic acid (hereinafter collectively referred to as "Amoco Information").

We understand that Cedar Chemical Corporation (hereafter referred to as "Cedar") desires to have access to certain Amoco Information in order to be in a position to produce terephthalic acid from polyethylene terephthalate and to purify the resulting terephthalic acid on a custom basis for Amoco. In view of the confidential and proprietary nature of Amoco Information and in order to provide an appropriate basis to allow Cedar access to such Amoco Information as we deem necessary for the aforesaid purpose, we propose the following agreement between us:

1. You shall treat as confidential all Amoco Information which has been or may hereafter be made available to you, directly or indirectly, by Amoco or a third party having access to Amoco Information.
2. You shall not use Amoco Information in any way other than for the aforesaid purpose.
3. You shall not, without the prior written consent of Amoco, disclose any Amoco Information to any third party.
4. You shall restrict access to Amoco Information to those of your employees who reasonably require same for the aforesaid purpose and who are obligated to treat the Amoco Information received as confidential in the manner and to the extent provided herein.

5. You assure Amoco that all Amoco Information made available to you shall not be exported or transshipped, directly or indirectly, to any destination which would require prior approval from the United States Government until a request to do so has been submitted and approved in writing by the appropriately authorized representative of the United States Government and an authorized official of Amoco.
6. Nothing contained herein shall in any way restrict or impair your right to use, disclose, or otherwise deal with any technical information which:
  - (a) at the time of disclosure is available to the public or thereafter becomes available to the public by any means through no act of your own;
  - (b) you can prove was in your possession prior to the time of the disclosure hereunder and was not acquired by you, directly or indirectly, from Amoco; or
  - (c) is independently made available to you as a matter of lawful right by a third party who does not have a restriction on disclosure.

For the purposes of the provisions of this Paragraph 6, Amoco Information shall not be deemed to be available to the public or in your possession merely because it may be embraced by a more general disclosure or derived from combinations of disclosures generally available to the public or in your possession.

7. You shall not, without Amoco's prior written consent, make known or cause to be made known to any third party any correlation or identity which may exist between Amoco Information acquired by you in connection with this agreement and any other technical information or expertise made available to you from any other source.
8. You shall retain all Amoco Information in your possession and, upon Amoco's written request, shall return all samples, drawings, data, memoranda, and written information, including all copies thereof, relating to Amoco Information made available to you hereunder.
9. Nothing contained in this agreement shall be construed to grant you any express or implied rights or licenses with respect to Amoco Information or any Amoco patent rights other than for the aforesaid purpose nor shall this agreement constitute or be construed as a commitment or offer by either party hereto to buy or sell any product or service.
10. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

If you wish to proceed on the above basis, please have an authorized official of Cedar confirm your agreement by signing, dating, and returning the duplicate originals of this letter to Amoco for countersignature. One fully executed agreement will be returned for Cedar's records. Amoco will retain one fully executed agreement.

Your cooperation in this matter is appreciated.

Very truly yours,

AMOCO CORPORATION

By: 

Wallace L. Oliver  
Associate General Patent Attorney  
Patents and Licensing Department



We hereby confirm our agreement  
to the foregoing:

CEDAR CHEMICAL CORPORATION

By: 

(Signature)

Name: Geoffrey L. Pratt

Title: Director of Custom Manufacturing

Date: February 17, 1993

# CEDAR CHEMICAL CORPORATION

24th Floor • 5100 Poplar Avenue • Memphis, TN 38137 • 901-685-5348

February 17, 1993

James R. Henes  
Mail Code 1906  
Amoco Corporation  
200 East Randolph Drive  
P.O. Box 87703  
Chicago, Illinois 60680-0703

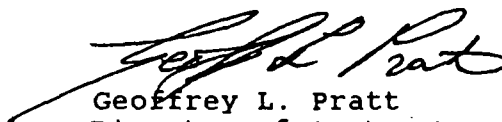
Dear Mr. Henes:

Enclosed are the two originals of the secrecy agreement relative to the production of terephthalic acid from polyethylene terephthalate that you provided on February 15, 1993. These two originals have been signed on behalf of Cedar.

I understand that when these originals have been executed on behalf of Amoco Corporation, you will return one fully executed original to my attention. Please note that my address is 5100 Poplar Avenue, Memphis, Tennessee 38137.

We appreciate this opportunity to discuss this project with Amoco.

Sincerely,



Geoffrey L. Pratt  
Director of Custom Manufacturing

lc

Enclosures

